

ORDINANCE NO.: 2020-026

Authorizing the City Manager to execute a Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way area adjacent to 701 Whaley Street, portion of Richland County TMS #08913-12-01, 08913-12-08 and 08913-12-10

ORIGINAL
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council this May 19, 2020, that the City Manager is authorized to execute the attached Lease Agreement between the City of Columbia and 701 Whaley/Olympia, LLC for lease of a portion of the Wayne Street right of way area adjacent to 701 Whaley Street, portion of Richland County TMS #08913-12-01, 08913-12-08 and 08913-12-10, or on a form approved by the City Attorney.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



City Manager

Approved as to form:

T. A. Knox

City Attorney

ATTEST:



City Clerk

Introduced: 5/12/2020

Final Reading: 5/19/2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(Ordinance No.: 2020-026)

This Lease Agreement (“Lease” or “Agreement”) is made and entered into by and between the City of Columbia, South Carolina, a municipality organized and existing under the laws of the State of South Carolina (“Lessor”) and 701 Whaley/Olympia LLC, a South Carolina Limited Liability Company organized and existing under the State of South Carolina (“Lessee”).

In consideration of the mutual covenants and agreements herein contained, and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Lessor hereby demises and rents to Lessee and Lessee hereby leases the premises described below upon the terms, covenants and conditions hereinafter contained.

1. **Leased Premises.** The Lessor grants to the Lessee the right to occupy and use, subject to the terms and conditions of this agreement, the premises shaded in red in Exhibits A and B attached hereto (“Premises”), a portion of those parcels known as Richland County TMS #08913-12-01, 08913-12-08 and 08913-12-10 in Columbia, County of Richland, State of South Carolina, consisting of a portion of the eastern right-of-way of Wayne Street, from the eastern boundary of the sidewalk along Wayne Street to the eastern edge of the right-of-way.

2. **Term.** The Term (“Term”) of this Lease shall be upon the execution of this Lease by both parties through December 31, 2038, with the option to renew for three (3) additional ten-(10) year terms should the parties agree in writing.

3. **Rent.** The rent payable under this Lease shall be One and No/100 (\$1.00) Dollars per year.

4. **Construction of Improvements and Maintenance.** The Lessee, at its own expense and not that of the Lessor, may construct or cause to be constructed temporary or permanent improvements (“Improvements”) upon the Premises. Such Improvements may include, but not be limited to a handicap accessible ramp adjoining the sidewalk, seating, landscaping features, and signage. Lessee shall also be responsible for maintenance of the grounds of the Premises. Lessee agrees to comply with Lessor’s Code of Laws as may, from time to time, be amended for any such improvements.

5. **Assignment and subletting.** The Lessee shall not assign its rights under this Lease, nor shall the Lessee sublicense its interest in the Premises to any third party, without the prior written consent of the Lessor.

6. **Taxes and Insurance.** Lessee shall pay all real property taxes, if any, associated with the property during the term of this Lease without contribution from the Lessor. Lessee shall maintain general liability insurance with limits of \$1,000,000.00 per claim and \$2,000,000.00 per aggregate and property and casualty coverage during the term of this Lease and all renewals thereof without contribution from the Lessor.

7. **Termination.** Either party may terminate this Agreement upon one hundred and twenty (120) days’ written notice to the other party. Upon such termination, neither party shall have any further obligation to the other party and this lease shall be null and void. Improvements made to the Premises during any Term of this Lease shall either be removed by Lessee or shall become the property of the Lessor in the City’s sole discretion.

8. **Quiet Enjoyment.** Lessor covenants that Lessee shall and may peaceably and quietly have, hold and enjoy said premises for and during the lease term subject to any State or Federal regulatory provisions, condemnation actions or other such actions taken by authorities with superior claims.

9. **Notices.** Any notice, demand and/or request which under the terms of this lease or under any statute must or may be given or made by either of the parties to the other party shall be in writing and shall be given by registered or certified mail with return receipt requested, addressed to the party as follows:

Lessor:
City of Columbia
Attn.: City Manager
P. O. Box 147
Columbia, SC 29217

Lessee:
701 Whaley/Olympia, LLC
c/o Richard Burt
P.O. Box 5233
Columbia, SC 29250

Either party may designate a different address for receipt of notices by written notification to the other party. Any notice under this lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid.

10. **Utilities.** Any utilities located on the Premises and within the right-of-way of Wayne Street shall be moved, if necessary, by the Lessee at Lessee's expense.

11. **Waiver.** No waiver of any provision of this Lease shall be effective unless stated in writing and signed by the Lessor and the Lessee.

12. **Entire Agreement.** This Lease constitutes the entire and complete agreement between the parties, unless modified by a further agreement in writing executed by the Lessor and the Lessee.

13. **Choice of Law.** This Lease Agreement shall be governed, construed and enforced in accordance with the laws of the State of South Carolina.

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement effective as of the day and year of the last signature hereinbelow.

WITNESSES:

Erik D. Hammond
[Signature]

Miss S. Garby

[Signature]

CITY OF COLUMBIA

BY: Teresa B. Wilson
Teresa B. Wilson

ITS: City Manager
Date: 5/27/2020

[Signature]
701 WHALEY/OLYMPIA, LLC

BY: Richard Burt
Print Name: RICHARD BURT

ITS: [Signature]
Date: 6-18-2020

APPROVED AS TO FORM

[Signature]
Legal Department City of Columbia, SC